

**SECTION 01010**  
**SUMMARY OF WORK AND GENERAL REQUIREMENTS**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. Project Scope:** Contractor shall supply equipment and labor to improve existing breakwater jetties located at Pomona State Park as per design documents. Aggregate material will be provided and stockpiled by Owner in advance of construction.

**1.2 DEFINITION**

- A. Architect/Engineer:** Where the word “Architect/Engineer” is used throughout the Contract Documents, it shall be understood to mean KDWPT Engineering Services.

**1.3 POINTS OF CONTACT**

- A. Point of Contact (P.O.C.) Names:** The following individuals may be contacted regarding the Project. For technical and administrative questions concerning the Project during bidding and construction, contact:

Chad Grisier, P.E.  
Project Engineer  
KDWPT Engineering Services  
785-296-3859

**1.4 SITE VISITS**

- A. Bidders Access to Site:** Bidders and sub-bidders may have access to the work site by contacting the Area Manager to arrange a day and time.

Casey Smithson  
Park Manager  
Pomona State Park  
785-828-4933

**1.5 AGREEMENTS FOR BIDDING:**

- A.** Bidder acknowledges and agrees to submit his Bid in accordance with the provisions required by the Bid Form (State of Kansas Request for Quotation) supplied to the Bidder by Kansas Procurement and Contracts office and to the following terms and conditions for bidding. Time and place for submittal of Bids is indicated on the bid Event Details document.

- B.** The Project shall be constructed under a single Contract and will be awarded to the responsible Bidder offering the lowest bid price and meeting the requirements for bidding and requirements of the Contract Documents. The lowest bid price will be calculated by the sum of the Base Bid and the total of any Alternates that are accepted by Owner after all Bids are opened.
- C.** Failure to acknowledge receipt of Addenda issued may be cause for Owner's rejection of a Bid.
- D.** An incomplete Bid or information included but not solicited on the Bid Form may be cause for Owner's rejection of a bid.
- E.** A Bid may be considered incomplete or non-responsive if it fails to quote a price for an Alternate or other separate item identified and solicited on the Bid Form supplied to the Bidder.
- F.** The Kansas Procurement and Contracts office reserves the right to reject any or all Bids and to waive technicalities and formalities for the acceptance or rejection of Bids, should such action be deemed in the best interest of the Owner.
- G.** The Owner reserves the right to accept or reject any or all Alternates submitted with the Bid before award of the Contract.
- H.** In compliance with K.S.A. 75-3741, subcontractors which the Contractor proposes to employ for the work shall be listed.
- I.** It is the responsibility of the Contractor to supply his prospective subcontractors with copies of the Contract Documents for bidding. Neither the Owner nor the Kansas Procurement and Contracts office will be responsible for supplying prospective subcontractors with Contract Documents for bidding.

## **1.6 ADDENDA**

- A.** Additional information for this project will be made public through an Amendment that will be attached to the bid event located at the following link:  
<http://da.ks.gov/purch/Contracts/bids.aspx> .
- B. Substantiation:** Bidder shall sign and attach a copy of all amendments to the Event Details and the Bid Form.

## **1.7 TIME OF COMPLETION**

- A. Calendar Days:** Contractor agrees, if awarded the Contract, to complete the Work of the Contract within 60 **calendar days** from the date of the "Notice to Proceed" issued by the

KDWPT Project Manager.

- B. Substantial Completion is defined as:** All products furnished, installed, and work completed in accordance with the contract documents with exception of deficient items noted on final inspection.

## **1.8 LIQUIDATED DAMAGES**

- A. Amount:** Liquidated damages for the Project are established at the rate of **\$100** per day until completion of the project.

## **1.9 FEDERAL TAX**

- A. Federal Tax Included:** Bidder acknowledges that the cost for the Federal Excise Tax has been included in quoted prices on the Bid Form, to cover the cost of said tax on all items of construction, equipment, and material subject to such tax.

## **1.10 STATE TAX**

- A.** This project has been determined by the Kansas Department of Revenue to be subject to Kansas sales tax. The cost of said Tax must be **INCLUDED IN** all Bid and Contract prices. Sales tax includes all applicable state, county and city sales taxes.
- B.** A general contractor or other contractor who contracts directly with the State of Kansas or one of its agencies shall pay tax as follows:
1. Labor: No tax will be assessed since the labor is purchased directly by the State or one of its agencies.
  2. Materials: Taxes will be assessed on material purchased for the project.
- C.** A subcontractor on this project shall pay tax as follows:
1. Labor Taxes will be assessed because this labor is not purchased directly by the state or one of its agencies. (However, labor will not be taxed on projects calling for the original construction of a building or for repair or remodeling of a residence).
  2. Materials: Taxes will be assessed on materials purchased for the project.
- D.** Whether sales tax should be paid to the Department of Revenue by a subcontractor on the subcontractor's labor services will depend upon whether the project qualifies as the original construction of a building or facility or as the repair or remodeling of a residence. The contractor and each subcontractor will be responsible for determining whether labor services for the project qualifies for such exemption and for including the correct amount of state, county and city sales tax applicable to this project. Contractors

and subcontractors must include all sales tax due on materials, which are not exempt on this project. Any questions should be addressed to the Kansas Department of Revenue, Division of Taxation, Taxpayer Assistance Center. [\(785\) 296-0222](tel:7852960222).

- E. A general contractor or other contractor that contracts directly with the State of Kansas shall obtain copies of the Kansas Retailers Sales Tax Registration certificates from all its subcontractors on this project and have them available at the jobsite upon request.

## 1.11 PRE-CONSTRUCTION

- A. **Requirements:** Prior to starting construction the following items shall be completed.

1. Contractor's completion of a Pre-Construction Meeting with KDWPT personnel.
2. Receipt of "Purchase Order" from State of Kansas, Division of Purchases.
3. Receipt of "Notice to Proceed" from KDWPT, Engineering Services Section.

## 1.12 SUBMITTAL

- A. **Addressing of Submittals:** Submittals, notifications, and reports required by the Specifications and Conditions of the Contract shall be sent and addressed to the following, unless otherwise indicated in the Contract Documents.

Chad Grisier, PE  
KDWPT Engineering Services  
1020 S Kansas Avenue, Suite 200  
Topeka, KS 66612  
Office: 785-296-3859  
fax: 785-296-6953

- B. **Format and Identification:** Project number shall be on all submittals. Submittals shall be approved by the General Contractor prior to submittal to the engineer. All copies shall have an indication of General Contractor approval.
- C. **Marking and Legibility:** Submittals in the form of manufacturer's standard preprinted data and brochures shall be suitably marked by Contractor to designate the information, materials, and products applicable to the Project. Such markings shall be reproducible by means of standard photocopy machinery. Color highlighting as a means of marking is not acceptable.
- D. **Copies:** Contractor shall provide 2 copies of each submittal for Owner's records plus the number of copies needed by Contractor.
- E. **Processing Time:** Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal.

1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
2. Resubmittal Review: Allow 15 days for review of each resubmittal.

## 1.12 GUARANTEES AND WARRANTIES

- A. **General:** Provide guaranties and warranties in accordance with the General Conditions of the Contract and as required by the Specifications.
- B. **Submittal:** Warranties and guarantees shall be addressed and submitted to:

Chad Grisier, PE  
KDWPTT Engineering Services  
1020 S Kansas Avenue, Suite 200  
Topeka, KS 66612  
Office: 785-296-3859  
fax: 785-296-6953

## 1.13 MATERIAL, EQUIPMENT, AND SUBSTITUTIONS

- A. **Materials and Products:** In general, the Contract Documents identify the required materials and equipment by naming one or more manufacturer's brand name, model number, catalog number, or other similar proprietary identification. Where one or more proprietary identifications or manufacturers is listed for a category of material and equipment, the intent is that the Contractor may provide any of those listed. Bids shall be based on Contractor providing only those materials and equipment named and identified in the Contract Documents.
- B. **Material Quality:** Contractor provided material and equipment shall be new, unused, and undamaged when delivered to the site.
- C. **Substitutions:** Materials and equipment not named in the Contract Documents which the Contractor wishes to provide will be considered as a substitution in accordance with the following procedures and conditions and may be provided only when approved by the Owner.
  1. Substitution Requests: When request for substitution is made after execution of the Contract, Contractor shall request substitution in writing and such request shall be accompanied by complete information to allow Owner's analysis including, manufacturer's and product identification, technical data including performance, dimensional and operational characteristics, cost data impact on time for completion, samples, and other information necessary for analysis. Include an itemized comparison of the qualities and characteristics of the

specified item versus those of the substitution item. Submit 2 copies of request and accompanying information and clearly identify as "Request for Substitution" followed by appropriate Project Number.

2. Conditions: Owner will consider substitutions only under one or more of the following conditions.
  - a. Required for compliance with subsequent interpretations of code requirements.
  - b. Unavailability of a specified item, through no fault of Contractor.
  - c. Subsequent information discloses inability of specified item to perform properly or fit in designated space.
  - d. Manufacturer of fabricator refuses to certify, guarantee, or warranty performance of specified item.
  - e. When the Owner determines that in his judgment a substitution would be substantially to the Owner's best interest in terms of cost, time or other considerations.
3. Contractor's Representations: By submitting a request for substitution, Contractor represents the following:
  - a. Proposed substitution has been personally investigated by Contractor.
  - b. The substitution material or equipment carries the same or better warranty or guarantee as the specified item.
  - c. Cost data presented is complete and includes all related costs under the Contract, and Contractor waives all claims for additional costs related to the substitution and the Project which subsequently become apparent.
  - d. Installation of an approved substitution shall be coordinated with all portions of the Work, and that changes as may be necessary shall be made so that the Work is complete in all respects.

#### **1.14 TEMPORARY FACILITIES AND CONTROLS**

- A. General:** Contractor shall provide temporary facilities and controls necessary to complete the Work. Remove Contractor provided temporary facilities and controls upon completion of the Work and sooner when no longer needed.
- B. Contractor's Field Office and Storage:** Space for a field office within the work area is acceptable. An exterior area to accommodate a field office or material storage at the

work site, if requested by Contractor, will be provided at a location to be designated by the Owner. Owner is not responsible for safe keeping or protection of materials of equipment stored on Owner's property.

- C. Toilet Facilities:** as available.
- D. Water:** as available.
- E. Electric and Lighting:** as available.
- F. Telephone:** Not provided.

#### **1.15 ADDITIONAL REQUIREMENTS**

- A. Existing Facilities:** The Contractor shall take all necessary precautions to insure against damage to existing facilities and their contents. Any damaged items shall be repaired or replaced by the Contractor at no additional cost to the Owner.
- B. Protection of Work:** The Contractor shall take all necessary precautions to insure against damage to Products and Work. Any damaged items shall be replaced, or repaired, so as to eliminate evidence of repair, at no additional cost to the Owner.
- C. Project Maintenance:** Remove debris and rubbish from the work site as frequently as necessary to avoid safety hazards and unsightliness, and at the end of each workday.

#### **1.16 INSPECTIONS**

- A. Inspections:** Inspections will be conducted by KDWPT Engineering Services Section personnel and or the engineer or his designated representative as frequently as deemed necessary.
- B. Notifications:** The Contractor shall give KDWPT personnel at the Engineering Services Section office a minimum of 24 (twenty-four) hours notice prior to any concrete pours or concealment or covering for inspection purposes.
- C.** Inspections conducted by Engineering Services Section personnel does not relieve Contractor from compliance of Contract Documents.

**END OF SECTION**